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7 **UNITED STATES DISTRICT COURT**
8 **DISTRICT OF NEVADA**
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10 BANK OF THE WEST, a California corporation,

CASE NO.: 2:13-cv-00801-LDG-VCF

11 Plaintiff,

13 v.

14 BIG TOWN MECHANICAL, LLC, a Nevada
15 limited liability company; BT MECHANICAL
16 HOLDINGS, LLC, a Nevada limited liability
17 company; JAMES A. BARTON, individually
and as trustee of the J&H BARTON FAMILY
18 TRUST DATED MARCH 8, 2000; JAMIE
McNULTY, individually and as trustee of the
McNULTY FAMILY TRUST; DENNIS
BARTON, an individual; LIBERTY DUCT,
LLC, a Nevada limited liability company,

**DEFAULT JUDGMENT
AGAINST DEFENDANTS JAMES A.
BARTON, J&H BARTON FAMILY
TRUST DATED MARCH 8, 2000, JAMIE
McNULTY, AND McNULTY FAMILY
TRUST**

19 Defendants.

21 THIS MATTER having come before the Court pursuant to Plaintiff Bank of the West's
22 ("Plaintiff") Application for Default Judgment against Defendants James A. Barton, J&H Barton
23 Family Trust Dated March 8, 2000, Jamie McNulty, and McNulty Family Trust (the
24 "Application"), and the Court having reviewed the pleadings and papers submitted in support
thereof, judgment is hereby entered against Defendants James A. Barton, J&H Barton Family
25 Trust Dated March 8, 2000, Jamie McNulty, and McNulty Family Trust (collectively the "Barton
26 and McNulty Defendants"), jointly and severally, pursuant to Fed. R. Civ. P. 55(b)(2), as
27 follows:

1 1. Plaintiff is hereby awarded a total amount of **\$4,232,901.18** against the Barton
2 and McNulty Defendants, jointly and severally, broken down as follows:

3 a. Plaintiff is hereby awarded actual damages against the Barton and
4 McNulty Defendants in the total amount of \$4,043,629.91 based upon the
5 Barton and McNulty Defendants breaches of their duties and obligations
6 to Plaintiff as alleged in the Complaint and as set forth in the Application.
7 b. Plaintiff is hereby awarded attorney fees incurred in the prosecution of this
8 action in the amount of \$174,043.10, pursuant to the terms of the
9 Commercial Guaranties (defined in the Application) and as set forth in the
10 Application.
11 c. Plaintiff is hereby awarded costs incurred in the prosecution of this action
12 in the amount of \$15,228.17, pursuant to LR 54-1, the terms of the
13 Commercial Guaranties, and as set forth in the Application.

14 2. Additionally, to this amount, **\$4,232,901.18**, Plaintiff is awarded interest from
15 November 6, 2013 at 9.25%, the current rate of interest for the Loan (defined in the Application).

16 3. Further, to this amount, **\$4,232,901.18**, Plaintiff is awarded post-judgment interest
17 from the date of entry of this Default Judgment at the maximum rate permitted by law until all
18 sums are paid in full.

19 IT IS SO ORDERED.

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21 DATED April 16, 2014.

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25 UNITED STATES DISTRICT JUDGE
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